

AGREEMENT

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UPON

SALARIES AND TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

THE BLACK HORSE PIKE
REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION

AND

THE BLACK HORSE PIKE
SUPERVISORS ASSOCIATION

JULY 1, 1995

TO

JUNE 30, 1997

**PROPOSED
AGREEMENT BETWEEN**

**THE BLACK HORSE PIKE
REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**THE BLACK HORSE PIKE
SUPERVISORS ASSOCIATION**

JULY 1, 1995 TO JUNE 30, 1997

PREAMBLE

The parties to this Agreement are the Board of Education of the Black Horse Pike Regional School District, hereinafter called the "Board," and the Black Horse Pike Supervisors Association, hereinafter known as the "Association."

The parties have reached certain understandings which they desire to confirm in this Agreement; therefore, in consideration of those mutual covenants, it is hereby agreed as follows:

ARTICLE I: RECOGNITION

A. DEFINITION OF THE UNIT

The Board recognizes the Supervisors' Association as the exclusive representative for the unit described herein for the purposes of collective negotiations with respect to grievances and terms and conditions of employment. The Supervisors' Association unit shall consist of the professional staff employees who hold the positions of subject matter supervisor, assistant subject matter supervisor, acting supervisor, director of guidance, educational media center supervisor, related arts supervisor, athletic director and assistant athletic director, but shall exclude non-certificated employees, teachers, principals, the data processing supervisor, vice principals and central office administration.

The Board agrees not to negotiate concerning supervisors in the unit defined above with any organization or individual other than the Supervisors' Association for the duration of this agreement.

B. DEFINITION OF EMPLOYEE OR SUPERVISOR

Unless otherwise indicated, the term "employee" or "supervisor" when used in this agreement, shall refer to all employees represented by the Supervisors' Association as defined in Section A of this article.

C. FILING PROCEDURE

1. A written grievance must be filed within 20 calendar days of the alleged occurrence. The standard form for filing grievances is attached to this agreement as Schedule A.
2. Incomplete grievance forms may be returned to the Supervisors' Association for required data. The principals' or superintendent's time deadline to respond shall not begin to toll until the incomplete form is returned. A grievance form may not be returned to the Association more than one time at each level.
3. Once the grievance has been defined by the Association on the initial form, it shall remain firm for the duration of the process. The Supervisors' Association may present additional information for consideration if such information was not available to the Association when the original grievance was filed.

D. REPRESENTATION

The Supervisors' Association, the respondent, and the administrator hearing the complaint shall be entitled to representation of their choice, except that representation shall be limited to two persons. This provision can be waived only by mutual agreement.

E. LEVEL ONE: PRINCIPAL

1. All initial grievances must be filed with the school principal. If more than one school is encompassed by the grievance, simultaneous written grievances should be filed with the respective principals.
2. Grievances must be stated in writing on the form attached as Schedule A and shall make known full details of the grievance. The complaint shall specify:
 - a. the nature and date of the alleged occurrence in reasonable detail, indicating portions of the agreement, Board Policy, Administrative Code or New Jersey Statute alleged to have been misinterpreted, misapplied or violated;
 - b. the nature and extent of any injury, loss or inconvenience;
 - c. the results of informal discussions;
 - d. why grievant was dissatisfied with the decision rendered; and
 - e. expected relief, corrective action or alternatives thereof.

F. LEVEL TWO: SUPERINTENDENT

If the grievance has not been resolved satisfactorily at Level One, the Association may appeal directly to the superintendent within five working days after receipt of the principal's written response.

1. The appeal may be stated on the established grievance form and any necessary attachments. The appeal must state specifically why the principal's response was not satisfactory. The appeal may offer alternative solutions.
2. The superintendent may convene an informal discussion session with the aggrieved, respondent, and principal if deemed necessary.
3. The superintendent shall respond in writing within 15 working days after receiving the Supervisors' Association appeal.

G. LEVEL THREE: BOARD OF EDUCATION

If the Association has not been resolved satisfactorily at Level Two, the Supervisors' Association may appeal directly to the Board of Education within seven working days after receipt of the superintendent's written response. The written appeal shall be directed to the board secretary/business administrator.

1. The appeal may be stated on the established grievance form and any necessary attachments. The appeal must state specifically why the superintendent's response is not satisfactory. The appeal may offer alternative solutions.
2. The Board President shall arrange to conduct an informal discussion on the matter at the next regular workshop session of the Board, provided the grievance appeal reaches the board secretary/business administrator at least five working days prior to that meeting. The Board or a committee of the Board, the superintendent, the principal, the respondent, and the grievant shall be invited to attend the informal discussion session.
3. The written decision of the Board shall be delivered to the parties within five working days after the next regular monthly meeting of the Board following the workshop session at which the informal discussion took place.

H. LEVEL FOUR: ADVISORY ARBITRATION AND OTHER TRIBUNALS

If the grievance remains unresolved at Level Three, the Supervisors' Association may seek the following avenues of appeal:

1. Disputes growing out of application of Administrative Code or Statutes shall be submitted to the Commissioner of Education, the courts, or another appropriate judicial or quasi-judicial tribunal. Such matters shall be precluded from arbitration.

H. LEVEL FOUR (CONTINUED)

2. The decision of the Board shall be final and binding on all matters relating to policies of the Board and administrative decision affecting supervisors, except where law allows appeal to the Commissioner, the courts, or the Public Employment Relations Commission.
3. Unresolved grievances concerning terms and conditions of employment which are embodied in New Jersey Statutes or Administrative Code may be submitted to the Commissioner, the courts or to the Public Employment Relations Commission.
4. For matters growing out of interpretation of this agreement, the Supervisors' Association may seek a third party opinion in the form of voluntary advisory arbitration.
 - a. Within ten working days after receiving the written decision of the Board, the Supervisors' Association may file a written request with the board secretary/business administrator to appoint an arbitrator through the auspices of the American Arbitration Association.
 - b. Thereafter, the matter shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
 - c. The arbitrator shall not have jurisdiction to determine arbitrability of the issues but rather arbitrability shall be determined by the appropriate judicial or quasi-judicial tribunal.
 - d. The arbitrator shall be limited to consideration of only the issues submitted and can add nothing to or subtract anything from the Agreement between the parties.
 - e. The written decision of the arbitrator shall be advisory only. The parties may disregard or adopt all or parts of the arbitrator's decision.
 - f. The following matters also shall not be submitted to an arbitrator:
 - (1) Those in which the Board is without authority to act.
 - (2) Complaints arising out of non-reemployment of a supervisor for economy or efficiency purposes.
 - (3) Complaints arising out of lack of employment or lack of retention of a supervisor for reason of poor performance.

I. OTHER CONSIDERATIONS

1. When an appeal is moved to a higher level, the entire file containing all correspondence and decisions shall be transmitted with the appeal. Upon final resolution of a grievance, the entire file shall be forwarded to the Office of Superintendent for permanent maintenance.
2. Each party shall bear the total cost incurred by themselves and shall share equally the fees and expenses of the arbitrator.
3. Informal sessions shall be scheduled so as not to conflict with classroom duties of supervisors. The Board shall not be required to incur any expense for substitute teachers in the course of processing grievances.
4. Time limits must be respected by the parties unless a change is mutually agreed. If time limits are not observed by the Board or its administrators, the grievant may proceed without challenge to the next level. If the Supervisors' Association fails to adhere to the time limits, the matter shall be considered dropped without challenge or recourse.
5. Grievance statements must be specific. Witnesses and respondents must be clearly identified in the initial written grievance.
6. When a supervisor selects representation other than the Supervisors' Association, a representative of the Supervisors' Association shall have the right to be present and to state Association views at Levels One, Two, and Three of this grievance procedure.
7. When a subpoena is issued to a supervisor to appear before an arbitrator during school time, the supervisor shall not suffer a loss in pay.

ARTICLE IV: DURATION

A. AGREEMENT DURATION

This agreement shall be effective for the period from July 1, 1995, to June 30, 1997, inclusive.

B. BARGAINING LIMITATION

The Association and the Employer for the life of this Agreement each waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

C. MODIFICATION OF EXISTING WORK RULES AND THIS AGREEMENT

Any changes or modifications in existing rules governing working conditions shall be negotiated with the Association before they are established. The Agreement shall not be modified in whole or in part by the parties except by written instrument duly executed by both parties.

ARTICLE V: TUITION REIMBURSEMENT

The Board shall reimburse supervisors for graduate credits earned during the course of a given school year under the following conditions:

A. AVAILABLE FUNDS

Eligible staff members shall be reimbursed only for actual costs of tuition, not to exceed a total of \$6,000 per year for all unit members. If eligible reimbursements exceed that total, the \$6,000 shall be prorated on a percentage basis.

Supervisors shall not be reimbursed for more than 12 graduate credits per year. If a supervisor successfully completes six or more graduate credit hours during a summer session when District classes are not in session, the maximum may be increased to 15 credits per year, provided the supervisor requested and was granted prior approval by the superintendent to take the additional course.

B. APPLICATIONS

Applications shall be filed beginning July 1 of the school year involved but none shall be considered which are filed after January 20 of a given year.

The request shall indicate the type of graduate course the supervisor intends to take, the anticipated tuition cost, and the name of the college or university whose graduate credits are acceptable to the New Jersey State Board of Examiners for certification purposes.

C. QUALIFYING COURSES

Supervisors taking courses "in their discipline," defined to mean in the supervisor's subject area, education courses, or courses required in a program considered to be in the supervisor's subject area; shall be eligible for tuition reimbursement in accordance with the standards contained in this article.

A course taken outside of a supervisor's subject area, or which is not an education course or which is a course not required in a program which is considered to be in the supervisor's subject area, shall be defined as a "course taken outside of discipline" and shall not be subject to tuition reimbursement without specific prior approval of the superintendent. The superintendent shall respond to a request for approval to take an "out of discipline course" for reimbursement purposes within ten school days.

D. GRADE REQUIREMENT

In no event shall a supervisor receive tuition reimbursement unless the supervisor receives a grade of "B" or higher, or its equivalent, or "passing" in a pass/fail course; which grade must be verified by an official transcript or by a letter of explanation from the college or university involved explaining when the transcript will be available, received by the superintendent within 90 days after course completion. If a supervisor takes courses over more than one semester, the official transcript need not be sent until after the completion of the last course for the fiscal year. Copies of the unofficial transcript will be accepted after completion of courses during earlier semesters in order to permit initial payment.

E. OTHER REQUIREMENTS

Subject to the conditions described in this article and subject to receipt of official college transcripts, verification of courses as graduate credit, verification of actual tuition costs, verification of available funds and substantiation that the college or university offers graduate credits acceptable to the New Jersey State Board of Examiners for certification purposes, and upon receipt of a signed voucher required by statute, tuition shall be reimbursable to supervisors within 15 days after the Board meeting subsequent to supervisors meeting all of these requirements and conditions.

ARTICLE VI: INSURANCE COVERAGE

A. HEALTH BENEFITS PROGRAM

The Board shall provide health care insurance protection for each supervisor in the bargaining unit. Such insurance shall be the New Jersey State Health Benefits Program.

B. FAMILY COVERAGE CONDITION

The Board will pay the full cost of family protection where appropriate, providing that at least 51 percent of the unit members participate in the health care insurance program provided by the Board.

C. NON - PARTICIPATING SUPERVISORS

In the event a supervisor chooses not to participate in or be enrolled in the health care insurance program provided by the Board, said employee may make no claim on the Board for payment or other consideration in lieu of participation.

D. DESCRIPTION OF COVERAGE

The Board agrees to request the insurance carrier to provide each supervisor with a description of the health care insurance coverage provided under this article.

E. DENTAL INSURANCE

The Board shall arrange a family dental insurance program carried by the Deltal Dental Service Program, which will cover 100 percent of diagnostic and preventative dental services, up to four prophylaxis procedures per year, 100 percent of remaining basic dental services, and 50 percent of prosthodontic services, up to a maximum of \$1,500 per year for these services for each eligible patient, when such services are performed by member dentists whose fees are based upon "usual, customary, and reasonable fee" concept. Orthodontic coverage on a 50/50 co-pay basis up to a maximum of \$1,250 per case will be included. The \$1,250 maximum is separate and apart from the \$1,500 maximum for preventative, basic and prosthodontic services.

Eligibility, enrollment and governing administrative policies shall be as negotiated with the carrier and as regulated by the State Health Benefits Commission, pursuant to Chapter 12, P.L. 1975 and subsequently enacted controlling legislation.

F. PRESCRIPTION INSURANCE

The Board shall provide a family prescription insurance plan as offered by the New Jersey State Health Benefits Program. Conditions and provisions set forth by the Program shall apply to the extent consistent with Chapter 12, P.L. 1975 and subsequent controlling legislation.

G. EXTENSION OF BENEFITS

The Board will continue to pay medical insurance premiums for coverage described in this Agreement for up to one year for supervisors who are temporarily medically disabled for an extended period of time and are unable to report to work. The medical disability must be described briefly in writing by a physician and the physician must certify the disability precludes the employee's return to work. Disputes concerning the nature and scope of such disabilities shall be resolved by the process described in Article X, Section D-3c of this Agreement. At the Board's discretion, the coverage may be extended for up to one additional year.

ARTICLE VII: SUPERVISOR EVALUATION

A. CERTIFICATION OF EVALUATORS

Supervisors shall be evaluated only by persons properly certificated by the State to perform that function.

B. FILE INSPECTION

A supervisor may inspect the contents of his/her personnel file by filing a request to do so with the Office of Superintendent. Pre-employment information shall be excluded from the inspection. Copies of file items may be reproduced at the expense of the supervisor.

C. REVIEW OF PERSONNEL FILE

Supervisors shall be afforded the opportunity to review evaluation documents with the evaluator prior to such material going into the permanent record. Supervisors shall have the right to append comments and data to all evaluation reports. Supervisors shall receive copies of all evaluation records which are placed into the personnel file.

ARTICLE VIII: SICK LEAVE

A. ENTITLEMENT AND NOTIFICATION

Commencing on July first of each school year, eleven month supervisors shall be entitled to 12 sick leave days for that school year and commencing on September first of each school year, assistant supervisors and ten-month supervisors shall be entitled to ten sick leave days for that school year. Unused sick leave for all supervisors shall accumulate from year to year without limit.

If a supervisor is absent four consecutive school days, a doctor's certificate concerning the illness shall be presented to the Office of Superintendent via the school principal. The supervisor shall notify the designated person or agency of anticipated absence due to illness as soon as possible, but not later than 7:00 a.m. the morning of the absence. When possible, notification shall be made prior to 10:30 p.m. the preceding evening. Such notification also is required the day prior to a leave of absence pursuant to other articles of this agreement. Daily call-in shall not be required in the case of an extended illness.

Supervisors who fail to comply with this notification requirement shall suffer a loss of wages equal to 1/220th of their annual salary for eleven month supervisors; 1/200th of their pay for assistant supervisors; or 1/200th of their annual salary for ten-month supervisors; for each day notice is not provided.

B. PREVIOUSLY EMPLOYED SUPERVISORS

Upon reemployment, a supervisor previously employed by the Board in any capacity shall be credited with all unused sick leave accumulated during the supervisor's previous period of employment, except as provided in Section C of this article.

C. REIMBURSEMENT FOR UNUSED SICK LEAVE AT RETIREMENT

1. Upon death or simultaneous retirement from the teaching profession and retirement from the service of the Board, as confirmed by the New Jersey Teachers' Pension and Annuity Fund, a supervisor or designated beneficiary shall receive an amount equal to \$70.00 for each day of unused accumulated sick leave on the day of retirement, provided:

C. REIMBURSEMENT FOR UNUSED SICK LEAVE AT RETIREMENT (CONTINUED)

- a. the supervisor has been employed continuously by the Board for a period of 15 complete years or more, and
 - b. the supervisor has notified the Board of an intent to retire by November 1 of the year prior to the fiscal year in which retirement will take place. In emergent circumstances a later notice will be accepted by the Board; however, payment shall be deferred one year to allow for budgeting by the Board.
2. Supervisors who accept payment for accumulated unused sick leave shall not be eligible for reinstatement of any sick leave should they leave retirement to be reemployed by the District.
 3. Prior to retirement and in writing, a retiring supervisor must notify the board secretary/business administrator of the date payment is preferred. Payment may be requested for July 15 or January 15 of the fiscal year following retirement, provided the appropriate advance notice was given to permit budget planning.

ARTICLE IX: TEMPORARY LEAVES OF ABSENCE

A. TYPES

At the beginning of each school year, supervisors shall be entitled to the following leaves of absence with full pay each year. All requests for such leaves of absence must be submitted in advance through the Office of the Principal to the Office of Superintendent for approval. Applications for leave shall be made on the form attached hereto as Schedule C, entitled "Application for Personal or Temporary Leave," which shall be submitted at least five school days in advance of the leave date(s).

1. Personal Leave

Supervisors shall be entitled to a maximum of two days for personal leave. Application for personal leave shall be made at least five school days before the requested leave date(s), except in emergencies. The applicant shall certify, as required by the form, that the reason for leave is an urgent personal matter which cannot be reasonably met during nonschool hours. In instances where less than five days' notice is provided, the supervisor must provide a written reason for the leave. In all instances where an additional explanation is required pursuant to this article, a determination to grant the request shall be at the discretion of the administration.

Personal Leave (Continued)

Personal leave may not be granted for days which fall immediately prior to or immediately after a school closing date (not including Saturday or Sunday) or an extended recess period. In emergency circumstances the superintendent may exercise discretion to waive this restriction provided a written explanation of the need for leave accompanies the request and provided the superintendent finds the reason to fall within the intended use for personal leave.

Unused personal leave shall be accumulated as sick leave each year to the extent not used, provided however in the case of nontenured supervisors, the accumulation shall not be available for use until the supervisor attains tenure.

A request to use personal leave for a religious observance will be granted only if a leave request form is filed by June 20 of the preceding school year and if "religious holiday" is the stated reason. Personal leave may be granted for religious observances only when the commitment can be met only during school hours.

2. Professional Leave

Two days per year may be used by supervisors with pay for the purpose of visiting other schools or attending meetings, clinics, or conferences or workshops of an educational nature; if requested to do so, or with prior approval of the superintendent. Additional days may be granted at the discretion of the principal. For the 1995-1996 and 1996-1997 school years, the Board will provide a budget of \$7,500 for use by supervisors to attend local, state and national conferences. Funds for the athletic directors' and related arts supervisor's conferences shall be over and above this amount. For the 1995-96 and 1996-97 school years, approval to attend overnight national or State conventions will not be approved.

3. Bereavement Leave

Supervisors may be granted up to three days at any one time in the event of the death of a supervisor's parent, spouse, child, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or surrogate parent which could include a grandparent who actually raised the supervisor. Supervisors also shall be granted up to one day in the event of the death of a grandparent, grandchild, or a relative outside the family as defined above. Where additional absence due to family death is required because of the emotional disability of the supervisor, such absence may be charged to accumulated and authorized sick leave, upon request of the supervisor. Where additional absence due to family death is required because of geographic distance to the funeral site, such absence may be requested and granted as personal leave, in accordance with Section A-1 of this article.

IX TEMPORARY LEAVES OF ABSENCE (CONTINUED)

4. Other Temporary Leaves

Other leaves of absence with pay may be granted by the Board at its discretion.

5. Effect of Temporary Leave Upon Sick Time

Leaves taken pursuant to this article shall be in addition to any sick leave to which the teacher is entitled, except for emotional disability leave as described in Section A-3 of this article.

6. Family Leave Acts

The time granted for leaves shall toll toward the State and Federal Family Leave Acts where applicable.

B. DEATH OF A TEACHER OR PUPIL

In the event of the death of an employee or pupil in this District, using discretion, the superintendent shall determine the extent of representation on behalf of the District to attend services. Supervisors who wish to attend services may utilize personal time in accordance with the rules governing use of personal leave described in Section A-3 of this article.

ARTICLE X: EXTENDED LEAVES OF ABSENCE

A. ASSOCIATION BUSINESS

The Board agrees that up to one supervisor designated by the Association shall, upon request, be granted a leave of absence without pay for up to two years for the purpose of engaging in the activities of the Association or its affiliates, provided a minimum of 60 days' notice has been given to the Board. Additional time may be granted by the Board at its discretion, provided 90 days' notice has been given.

B. PUBLIC SERVICE, EDUCATION, AND OVERSEAS LEAVE

A leave of absence without pay of up to one year shall be granted to any tenured supervisor who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full time participant in any such program, or who accepts a Fullbright Scholarship.

C. MILITARY LEAVE

Military leave without pay shall be granted to any supervisor who is inducted or who enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment. Extensions of military leave may be granted by the Board at its discretion.

Time necessary for supervisors called into temporary active duty or any unit of the United States Reserves or State National Guard shall be granted, provided such obligations cannot be fulfilled on days when school is not in session. For the purpose of this Agreement, the determination of what constitutes "temporary active duty" shall be made by the Board at its discretion. In no event shall the term apply to service rendered by an individual beyond the initial military obligation as required by Federal Statute. A supervisor absent because of temporary active military duty shall be paid a salary differential in accordance with the requirements of N.J.S.A. 38:23-1 or N.J.S.A. 38A: 4-4.

D. MATERNITY DISABILITY AND CHILD-REARING LEAVE

Child-rearing leave without pay and disability leave with or without pay shall be granted in accordance with the conditions outlined hereinafter:

1. Any supervisor seeking a leave of absence for reasons associated with disability due to pregnancy or for child-rearing leave during the first two years of the child's life, shall file a written request for such leave with the superintendent at least 90 days in advance of the first day of the anticipated disability or child-rearing leave. The written request shall include:
 - a. A physician's certification of pregnancy and the estimated delivery date.
 - b. The date on which the teacher intends to return.
 - c. A request for medical disability leave which specifies the anticipated beginning and ending date. It is understood that medical disability is not always predictable and that a change in the beginning or ending date for disability leave may be necessary. The Board will honor changes when supported by the attending physician's written recommendation.
 - d. A notice of intent to use accumulated sick leave. It is understood that a supervisor cannot know how many sick leave days will remain available to her 90 days in advance; therefore, final written notice of how many days will be taken for medical disability leave due to pregnancy need not be submitted until the week the supervisor's departure for her disability leave. If sufficient accumulated sick leave is not available to cover the entire period of medical disability, the supervisor may indicate that she wishes to use all which is remaining to her

D. MATERNITY DISABILITY AND CHILD - REARING LEAVE (CONTINUED)

upon her departure. Requests for use of accumulated sick leave which extend beyond 30 calendar days before and/or after the anticipated delivery date must be accompanied by a physician's certification of the nature of the disability and his/her recommendation with respect to employment.

- e. A request for child-rearing leave without pay, if desired, which includes the ending date. It will be assumed that such leave will begin at the end of the approved medical disability period. In situations where a supervisor has no available accumulated sick leave or does not wish to use sick leave for the period of disability, the request should so state and should include a beginning date for unpaid leave.
2. The Board shall honor leave dates so requested if they will not substantially interfere with the effective administration of the educational program to which the supervisor was assigned, subject to the following conditions:
- a. The Board may require as a condition of the supervisor's return to service, the production of a certificate from a physician certifying that the supervisor is medically able to resume her duties.
 - b. In no event shall any such leaves be extended beyond the end of the contract year in which leave is requested to commence for non-tenured supervisors.
 - c. In no event shall such leaves extend beyond a period of four semesters from the date on which said leave is to commence for tenured supervisors.
 - d. The Board may grant a leave for dates other than those requested upon finding that the grant of leave for the dates requested would substantially interfere with the administration of the school. The Board reserves the right to change dates for maternity disability/child-rearing leaves to conform to the beginning and ending of semesters.
 - e. The Board will honor sick leave requests which meet the requirements and criteria established in Section 1 herein, so long as the delivery occurs within the time window specified in the supervisor's request for use of sick leave. If delivery occurs prior to the initially requested disability period, the Board shall permit use of accumulated sick leave for the required absence prior to delivery and for all school days during a 30 calendar day period following delivery.

D. MATERNITY DISABILITY AND CHILD - REARING LEAVE (CONTINUED)

- f. The Board understands that an anticipated delivery date represents a physician's best estimate and that circumstances can cause the estimate to be incorrect. The Board will not act to deny leave under this article when date estimates are incorrect because of circumstances beyond the pregnant supervisor's control.
 - g. When the supervisor's absence due to disability leave does not extend beyond the 30 day time window before and after delivery and the supervisor has furnished a prior notice from a physician certifying the pregnancy and the anticipated delivery date, the Board shall not require the physician's notice described under Section A of Article VIII (SICK LEAVE) of this Agreement
3. The Board reserves the right to remove any pregnant supervisor from her position or to insist that the supervisor accept a leave of absence therefrom, in accordance with the provisions of Section D of this article, if after her pregnancy is confirmed, her performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue in her position. Such physical capacity shall be deemed so impaired if any of the following occur:
- a. the pregnant supervisor, after written request from the superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties,
 - b. the pregnant supervisor's physician and a physician designated by the Board agree that she is not medically able to continue to perform her duties, or
 - c. if, after a difference of medical opinion by the supervisor's physician and the Board's physician, a third physician designated by mutual agreement of the supervisor and the Board, or, if no such agreement can be reached, by the Camden County Medical Society, certifies that, in his/her opinion, the supervisor is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, the fee involved shall be shared by the Board and the supervisor involved.
4. In the case of termination of pregnancy for any reason other than normal birth, the supervisor shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon receipt of medical certification by the supervisor's physician of her physical fitness to teach, and if the Board has not contractually obligated itself to

D. MATERNITY DISABILITY AND CHILD - REARING LEAVE (CONTINUED)

a replacement teacher, or if another position exists for which the supervisor is certificated and qualified to take. If the returning supervisor's position is occupied by a nontenured replacement, the replacement teacher may be given a 60 day termination notice to make room for the returning supervisor if the returning supervisor so requests. During the 60 day period the Board agrees to utilize the services of the returning supervisor as a substitute teacher at the substitute teaching payment rates.

5. After the grant of leave to any supervisor pursuant to the provisions of Section D of this article, the Board will give reasonable consideration to a request from the supervisor for either the extension or reduction of the period of leave so granted, provided the supervisor requesting the same makes written application to the superintendent at least 60 days before the date such extension or reduction will become effective, and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contraindicated and that the supervisor is, or will be, able to resume her duties on the date such resumption is requested and provided the date of return falls at the beginning of a semester and provided a vacancy exists for which the supervisor is certificated and qualified to fill.

E. FAMILY ILLNESS LEAVE

A leave of absence without pay for up to one year shall be granted for the purpose of caring for a sick member of a supervisor's family. Additional leave may be granted at the discretion of the Board.

F. PUBLIC OFFICE LEAVE

The Board shall grant a leave of absence without pay to any supervisor to serve in an elected or appointed office for the term to which the supervisor was elected or appointed, re-elected, or re-appointed.

G. OTHER LEAVES

Other leaves of absence without pay may be granted by the Board at its discretion.

H. SABBATICAL LEAVE

Sabbatical leave shall be available to supervisors under the following conditions:

1. Only one sabbatical leave per year may be granted and a sabbatical leave shall not exceed a one calendar year period.
2. The purpose of a sabbatical leave shall be limited to full time pursuit of a graduate degree which must be conferred at the end of the leave period, or as soon after as possible, depending upon established schedules for graduations of conferring institutions.
3. The supervisor shall have completed seven full school years of service with the District by the first day of the requested sabbatical leave.
4. A supervisor on sabbatical leave shall be paid at 50 percent for a full year of leave at the salary rate he/she would have received had he/she remained on active duty.
5. Upon return from a sabbatical leave, the supervisor shall be placed on the salary schedule at the level which would have been attained if active employment had been continuous during the period of sabbatical leave.
6. By written contractual agreement, consummated prior to leaving for an approved sabbatical leave, the supervisor must guarantee to the Board that two additional years of service in the District will be rendered immediately and continuously following a return to the District on the agreed upon date. Acknowledgement of such an agreement shall be incorporated into the application for sabbatical leave as a condition for consideration by the Board.
7. Requests for sabbatical leave must be submitted to the superintendent in writing in a format requested by the superintendent by November 1 of the school year prior to the school year for which sabbatical leave is requested.

I. SUPERVISOR ILLNESS OR DISABILITY LEAVE

A leave of absence without pay for up to two years may be granted to a supervisor who has become disabled or ill, as confirmed by a physician's certification. Provisions found in Section D of this article shall apply in such matters.

1. Upon return from a leave granted pursuant to Sections A, B, C, or H of this article, supervisors shall be considered as if they were actively employed by the Board during the leave period and shall be placed on the salary schedule at the level they would have attained had they not been on leave, provided however; that time spent on said leaves shall not count toward the fulfillment of the time

I. SUPERVISOR ILLNESS OR DISABILITY LEAVE (CONTINUED)

requirements for acquiring tenure. A supervisor shall not receive credit for time spent on leave granted pursuant to Sections D, E, F, G, or I of this article, nor shall this time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which supervisors were entitled at the time a leave of absence began, including unused accumulated sick leave, shall be restored upon return, and the supervisors shall be assigned to the same positions they held at the time said leave began.

J. INCREMENT CREDIT UPON RETURN FROM LEAVE

1. Upon return from leave granted pursuant to Sections A, B, C or H of this article, supervisors shall be considered as if they were actively employed by the Board during the leave period and shall be placed on the salary schedule at the level they would have attained had they not been on leave; provided however, the time spent on such leave shall not count toward fulfillment of the time requirements for acquiring tenure. A supervisor shall not receive credit for time spent on leave granted pursuant to Sections D, E, F, G, or I of this article, nor shall such time count toward the fulfillment of time requirements for acquiring tenure.
2. All benefits to which supervisors were entitled at the time of leave of absence began, including unused accumulated sick leave, shall be restored upon return, and the supervisors shall be assigned to the same positions they held at the time said leave began.

K. EXTENSION OF LEAVE

All extensions or renewals of leave shall be applied for and granted in writing. Applications for extensions or renewals of leaves shall be received by the superintendent at least 60 days before the anticipated beginning date of such extensions or renewals.

ARTICLE XI: COMPENSATION

A. SALARY GUIDE

Salaries of supervisors covered by this Agreement shall be according to the salary guides set forth as Schedule B-1 and B-2 attached hereto.

B. COCURRICULAR BONUSES

Supervisors who assume cocurricular duties shall be paid according to the guide established as Board Policy GCBBA; "Cocurricular Salary Guide."

C. INITIAL SALARY

When accepting employment as a supervisor, initial placement on the salary guide shall be as agreed by the Board and the supervisor.

D. SERVICE INCREMENT

An additional increment of \$150.00 shall be awarded upon completion of three years of continuous service to the District. Similar increments of \$150.00 shall be given after the sixth, ninth, twelfth, fifteenth, eighteenth, twenty-first, and twenty-fourth full years of continuous service in the District.

E. SUMMER PAYMENT PLAN

1. Eleven month supervisors shall be paid in 24 equal installments occurring approximately on the 15th and 30th day of each month.
2. Supervisors may independently elect to have a portion of their salary withheld and deposited to their credit in the South Jersey Federal Credit Union, and/or deposited in tax-deferred annuities, upon execution of appropriate payroll authorization forms which shall be in lieu of a summer payment plan as contemplated in N.J.S.A. 18A: 29-3.
3. A ten-month supervisor who would like to receive salary payments on a 12-month basis may be accommodated if he/she files a written request to the superintendent prior to June 1 preceding the school year the salary plan is to become effective. The Board shall carry out the plan in accordance with N.J.S.A. 18A: 29-3 by deducting ten percent from the supervisor's 20 regular semimonthly checks and placing the funds in a summer payment plan escrow account. The monies shall be returned to the supervisor in four equal payments on or about July 15,, July 31, August 15, and August 30 of the summer following the school year when the deductions were taken. It is understood that no interest shall accrue to the supervisor for funds placed in the escrow account.

F. INCREMENT

1. To be eligible for a full increment, a supervisor must have been employed as a supervisor by the District during the prior year for at least 120 days for full time supervisors and 100 days for ten-month supervisors.
2. The Board reserves the right for inefficiency and/or other good cause to withhold the salary increment for a supervisor. Once withheld, an increment shall be deemed to have lapsed. The Board may, at its discretion, restore a previously withheld increment upon recommendation of the superintendent.

F. INCREMENT (CONTINUED)

3. If it is anticipated that a higher degree will be conferred or if additional graduate credits will be earned, making a supervisor eligible for a higher salary, advance notice must be presented in writing before November first of the school year prior to eligibility for the additional salary. Evidence of the higher degree or additional graduate credits must be submitted to the superintendent by official college or university transcript.

G. ACTING SUPERVISORS

The Board will search for candidates who hold a Master's Degree and meet certification requirements for all open supervisory positions. In the event a supervisor's vacancy is not filled by a person who holds a Regular New Jersey Supervisor's Certificate, the Board may name an acting supervisor to fill the position for a period up to a calendar year.

1. Acting supervisors must hold a Master's Degree or higher upon employment. If a recommended candidate does not hold a Supervisor's Certificate, the person shall be given until March 30th of their first year in the position to meet that requirement. A guidance supervisor also will be required to hold a Guidance Director's Certificate but will be permitted a period of 18 months to obtain that certificate.

- a. Failure of appointees to meet these requirements shall result in nonrenewal of their employment as a supervisor at the end of the school year in which the deadline falls. If the certificate is not in hand but all of the requirements have been met and only State procedures are delaying processing of the certificate, a letter from a college or university stating this set of circumstances will be accepted in lieu of the certificate for a period of six months.

- b. In lieu of placement on the Supervisors' salary guide, after the 20th day serving in the position, an acting supervisor shall remain on the teacher's salary guide and be paid a stipend equal to \$4,000, if certificated in New Jersey as a supervisor or administrator, or \$2,000, if not certificated in New Jersey as a supervisor or administrator. The stipend shall be prorated, beginning on the seventh day, for the actual time served as an acting supervisor as defined by a Board appointment to that position. If the acting supervisor is already serving as an assistant supervisor with a stipend, that stipend shall be increased by the same amount and prorated in the same manner.

Should the acting supervisor be appointed to the open position, the supervisor will be placed on the supervisor's salary guide at a point negotiated by the supervisor and the Board. That salary shall be prorated for the period of time remaining in the school year.

G. ACTING SUPERVISORS (CONTINUED)

- c. In the event a person cannot be found immediately who meets the degree or certification requirements for the named positions, the Board may name an acting supervisor with the intent to continue searching for a candidate who meets these requirements. In such cases, when the final candidate reports to the District, the acting supervisor will be reassigned and the stipend proration ended.

2. Acting supervisors will be required to acquire supervisory certification within a two year period. The Board may grant an extension of one year to the deadline only if the person has shown significant and continuous progress of at least nine credit hours per year toward meeting the requirements.

- a. An acting supervisor named above who does not meet the certification requirements by the deadline and has not shown significant progress, as defined in the preceding paragraph, may be terminated in the supervisory role. The acting supervisor will be notified of that decision by May 16 of the school year prior to nonrenewal.

- b. Section G-1b of this Article also shall apply to the departmental supervisory positions which fall into this category.

ARTICLE XII: PROMOTIONAL AND OTHER POSITIONS

A. NOTICES

The Board shall announce promotional and other positions to the Association president in writing at least 15 calendar days prior to the deadline for applications. The notice can be less than 15 days upon mutual agreement of the Association president and the superintendent or his agent.

B. APPLICATIONS

Supervisors who want to apply for promotional and other positions must submit a letter of application to the superintendent prior to the announced deadline. Transcripts, certificates, and other information already on file in the District Office need not accompany the letter of application.

C. COMPENSATION

Compensation for promotional positions and other positions shall be established by Board policy, by this agreement, or by agreement with another bargaining unit.

ARTICLE XIII: WORK YEAR, DAY, AND LOAD

A. WORK YEAR

1. ELEVEN MONTH POSITIONS

- a. Supervisors who hold eleven month positions shall be granted 23 summer days of "vacation" as scheduled by the principal. Should the supervisor wish a vacation period other than the one scheduled, he/she may request the principal to consider a change. If the principal does not wish to make the requested change, the supervisor may appeal to the superintendent.

(1) Upon initial employment, eleven month supervisors are entitled to the 23 days "vacation" period.

(2) If employed after July 1, but prior to September 1 of a given school year, the eleven month salary shall be prorated as necessary:

(A) Upon agreement among the Board, the supervisor and the principal, the "vacation" period may be shortened or eliminated to permit a full or nearly full employment year.

(B) If the full "Vacation" period is taken, the eleven month salary shall be prorated to reflect days not worked.

(3) A supervisor employed initially on or after September 1, shall be considered a ten-month employee for that year.

- b. The salary guide for eleven month supervisors shall be as shown on Schedule B. Salary deductions for eleven month supervisors for days not worked shall be at 1/220th of base salary.

- c. Supervisors in eleven month positions shall not be required to come to the school plant on emergency closing days or on holidays which appear in the regular school calendar.

- d. Supervisors in eleven month positions shall not be required to teach in the District Summer School but may be required to coordinate or perform administrative, personnel, or curriculum development duties required by the principal.

- e. Eleven month supervisors may request a longer summer "vacation" period. If the period amounts to returning to a ten-month year, the salary for that year shall be established from the appropriate step on the ten-month salary guide appearing on Schedule B of this agreement. Otherwise the eleven month salary shall be used and the number of days not worked shall be multiplied by 1/220th of the base salary and subtracted from that salary.

WORK YEAR (CONTINUED)

- f. Supervisors may not accumulate unused vacation days from year to year. Any supervisor who has been permitted to accumulate unused vacation days will be permitted to retain the balance accumulated as of June 30, 1993, but may not accumulate any additional days. As the accumulated balance drops, the new balance shall become the new maximum.

Except as provided in the previous paragraph, days not used by June 30 of a given year shall be lost unless special circumstances exist for which prior written approval was sought in writing and granted by the Board of Education, upon the written recommendation of the principal and superintendent.

- g. Eleven month supervisors shall be paid in 24 equal semimonthly salary payments.
- h. As eleven month positions are vacated by currently employed supervisors, the Board may opt to change those positions to ten-month positions.

2. TEN - MONTH POSITIONS

- a. Supervisors who do not work an "eleventh month" shall work a ten-month school year which shall include all days worked by teachers. Five additional days shall be worked. Upon mutual agreement of the supervisor, the principal, the superintendent and the Board of Education, the number of days could be less or more than five, up to a maximum of 15.

A supervisor or administrator may initiate a request to alter the number of additional days worked by filing the appropriate form. The form shall be routed through the supervisor, the principal, and the director of instruction to the superintendent. The form shall require each person to state a reason for recommending approval or denial of the request. For budget purposes, the form shall be filed by December 10 preceding the summer involved but later requests may be considered. The Association understands that the Board of Education must approve all requests for any increase in the five additional days established herein.

- (1) Additional days shall be paid at the rate of 1/200th of annual base salary (plus the supervisor's stipend for assistants); unless those days are part of another paid project or task for which a rate has been established by policy, another agreement, or other means. Summer school is an example of another such task. Curriculum development is an example of another such project.

WORK YEAR (CONTINUED)

- (2) Ten-month supervisors shall not be required to come to the school plant on emergency closing days or on holidays which appear in the regular school calendar.
- (3) Additional days shall occur immediately following the end of the school year or immediately prior to the beginning of the school year.
 - (A) The added days may be divided into two segments at the discretion of the principal.
 - (B) Upon mutual agreement between the principal and supervisor, the added days may be scheduled at times other than immediately prior to or after the school year. In the absence of mutual agreement, the added days will be served immediately after or prior to the teacher school year, at the principal's discretion.
- b. The Association understands the Board of Education has the authority to downsize the work force and that such reductions may occur in the future in the form of consolidated positions or reduced work year. The Board understands its obligation to bargain with the Association concerning the impact of force reductions.
 - (1) Any supervisor holding an eleven month position may volunteer to work a ten month year at their discretion. Once changed to a ten month position, the supervisor must notify the superintendent by November 1 of the preceding school year of the person's intent to return to an eleven month schedule.
 - (2) Supervisors presently serving in ten month positions shall continue on a ten month basis except as provided in Sections 2b(4) and 2b(5) of this Article.
 - (3) Supervisors in eleven month positions may not be required to teach in the District Summer School but may be required to perform other duties, including curriculum projects, as required by the principal.
 - (4) Supervisors in ten month positions may be considered for employment in the District Summer School at the rate established in the current agreement between the Black Horse Pike Education Association and the Board.
 - (5) Ten-month supervisors also may be considered for other summer positions available in the District, such as curriculum development, credit completion, summer printing, and others which may be established from time to time. In all such cases, payment shall be as established by Board policy or in accordance with labor agreements with other bargaining units.

WORK YEAR (CONTINUED)

- (6) The salary guide for ten-month positions shall be as shown on Schedule B. Salary deductions for ten-month supervisors for days not worked shall be at 1/200th of current base salary. Salary deductions for assistants also shall include the stipend.

B. TEACHING LOAD AND WORK DAY

1. The teaching load of supervisors shall be as shown on Schedule D, attached hereto. An athletic director not also serving as a departmental supervisor, shall teach two classes each day, but may have only one preparation, unless the director requests a class which will preclude a one preparation assignment. An athletic director also serving as a departmental supervisor shall not teach any classes.
2. At its discretion, the Board of Education may establish assistant supervisor and assistant athletic director positions.
 - a. Assistants shall be assigned to teach no more than four classes.
 - b. Assistants shall work only a ten-month teacher school year with no additional summer days.
 - c. An assistant who holds supervisor or administrative certification shall be designated as an "assistant supervisor" and shall be paid the annual stipend shown on Schedules B-1 and B-2, attached hereto, for supervisory services, including evaluation of teachers.
 - d. A assistant who does not hold supervisory certification shall be designated as an "assistant to the supervisor." An assistant to the supervisor and an assistant athletic director who do not hold supervisory certification shall be paid the annual stipend shown on Schedules B-1 and B-2 attached hereto.

An assistant to the supervisor or an acting supervisor who does not hold a supervisor or administrator certificate may perform ministerial duties only and shall not participate in teacher evaluation. Such supervisors may not be named "supervisor in charge" of any pupil activity and shall not assist teachers with classroom discipline. The parties understand when such situations arise, another certificated supervisor on a voluntary basis or an administrator will be assigned to perform teacher evaluations.

3. The work day for supervisors shall be as established through continuous past practice.
4. Supervisors shall be assigned as needed to supervise school activities which occur during non-school hours. Assignments shall be rotated on an equal basis.

B. TEACHING LOAD AND WORK DAY (CONTINUED)

5. Supervisors may be required to attend evening in-service sessions sponsored by the principal, by Central Office, or by an outside consultant group arranged by the Board or Central Office.
6. Supervisors may be required to return to school for evening chaperoning duties without additional compensation on two occasions each year. Additional evening student activity chaperoning assignments shall be compensated at \$25.00 for each event. Graduation, PTA meetings, Back-To-School Night, field trips, coaching and advisory duties, 8th grade orientation, and similar responsibilities shall not count in the two assignments and shall not be compensated.

C. SUMMER OPTION

The present supervisory group is composed of eleven month supervisors, ten-month supervisors, assistant supervisors, and assistant athletic directors. It is the intention of the members to fulfill their responsibilities within the framework of the contractual agreement. However, if an occasion should arise for individual members to request unpaid leaves of absence for the summer, the Association will support the individual's agreement. In such an instance, additional work days in the summer may be granted on a per diem basis as agreed upon between the supervisor and the superintendent.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers on this twenty-second day of June, 1995.

ATTEST:

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION

Raymond B. Heston
Board Secretary/Business Administrator

Carmela McMurray, President

BLACK HORSE PIKE SUPERVISORS ASSOCIATION

Gary Milby, Chairperson
Negotiations Committee

Althea Vail, President

SCHEDULE A

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
580 Erial Road, Blackwood, New Jersey 08012

SUPERVISORS' ASSOCIATION GRIEVANCE FORM

LEVEL ONE

GRIEVANT _____

DATE FILED _____

- a. Nature and date of alleged occurrence in reasonable detail, including a citation of the sections of the Agreement, Board Policy, Administrative Code, or New Jersey Statute alleged to have been misinterpreted, misapplied, or violated (Add additional sheets if needed.).
- b. Nature and extent of injury, loss or inconvenience.
- c. Results of informal discussions.
- d. Why dissatisfied with decision(s) rendered.

LEVEL ONE (Continued)

e. Expected relief, corective actions or alternatives.

Signature of Grievant

Date

RESPONSE BY PRINCIPAL

Signature of Principal

Date

LEVEL TWO

Why dissatisfied with the principal's response:

Signature of Association Official

Date

LEVEL TWO (Continued)

RESPONSE BY SUPERINTENDENT

Signature of Superintendent

Date

LEVEL THREE

Why dissatisfied with the superintendent's response.

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SUPERVISORS' SALARY GUIDE; 1995 - 1996

Step on Guide	Years of Experience	Class B30	Class M	Class M15	Class M30	Class D
A	1	51,300	52,000	52,513	53,027	54,054
B	2	52,300	53,000	53,513	54,027	55,054
C	3	53,300	54,000	54,513	55,027	56,054
D	4	54,300	55,000	55,513	56,027	57,054
E	5	55,800	56,500	57,013	57,527	58,554
F	6	57,200	57,900	58,413	58,927	59,954
G	7	58,900	59,600	60,113	60,627	61,654
H	8	60,600	61,300	61,813	62,327	63,354
I	9	62,300	63,000	63,513	64,027	65,054
J	10	64,000	64,700	65,213	65,727	66,754

SUPERVISORY ASSISTANTS' STIPENDS

In addition to the amount shown on the teachers' salary guide where assistants are appropriately placed, assistant supervisors and assistant athletic directors who hold supervisory certification shall receive a stipend of \$4,600.00. Assistants to the supervisor and assistant athletic directors who do not hold supervisory certification shall remain at their appropriate placement on the teachers' guide and receive a stipend of \$2,450.00.

SUMMER PAYMENT

Supervisors who work an eleven month year shall receive a summer payment equal to ten percent of their base salary and shall be paid over a twelve month period. The summer payment shall be considered part of the base salary for pension and deduction purposes.

TEN - MONTH SUPERVISORS

All days over and above the standard teacher contract year for ten-month supervisors shall be paid at a per diem rate equal to 1/200th of the supervisor's base salary. Such additional days shall be added to total salary for pension and deduction purposes.

ACTING SUPERVISORS

In lieu of placement on the supervisors' salary guide, after the 20th day serving in the position, an acting supervisor shall remain on the teachers' salary guide and be paid a stipend equal to \$4,000, if certificated in New Jersey as a supervisor or administrator, or \$2,000, if not certificated in New Jersey as a supervisor or administrator. The stipend shall be prorated beginning on the seventh day for the actual time served as an acting supervisor as defined by a Board appointment to that position. Should an acting supervisor be named to the position, the supervisor will be placed on the supervisors' salary guide at a point negotiated by the supervisor and the Board. That salary shall be prorated for the period of time remaining in that school year.

SUPERVISORS' SALARY GUIDE; 1996 - 1997

Step on Guide	Years of Experience	Class B30	Class M	Class M15	Class M30	Class D
A	1	53,600	54,300	54,813	55,327	56,354
B	2	54,600	55,300	55,813	56,327	57,354
C	3	55,600	56,300	56,813	57,327	58,354
D	4	56,600	57,300	57,813	58,327	59,354
E	5	58,100	58,800	59,313	59,827	60,854
F	6	59,500	60,200	60,713	61,227	62,254
G	7	61,200	61,900	62,413	62,927	63,954
H	8	62,900	63,600	64,113	64,627	65,654
I	9	64,600	65,300	65,813	66,327	67,354
J	10	66,300	67,000	67,513	68,027	69,054

SUPERVISORY ASSISTANTS' STIPENDS

In addition to the amount shown on the teachers' salary guide where assistants are appropriately placed, assistant supervisors and assistant athletic directors who hold supervisory certification shall receive a stipend of \$4,600.00. Assistants to the supervisor and assistant athletic directors who do not hold supervisory certification shall remain at their appropriate placement on the teachers' guide and receive a stipend of \$2,450.00.

SUMMER PAYMENT

Supervisors who work an eleven month year shall receive a summer payment equal to ten percent of their base salary and shall be paid over a twelve month period. The summer payment shall be considered part of the base salary for pension and deduction purposes.

TEN - MONTH SUPERVISORS

All days over and above the standard teacher contract year for ten-month supervisors shall be paid at a per diem rate equal to 1/200th of the supervisor's base salary. Such additional days shall be added to total salary for pension and deduction purposes.

ACTING SUPERVISORS

In lieu of placement on the supervisors' salary guide, after the 20th day serving in the position, an acting supervisor shall remain on the teachers' salary guide and be paid a stipend equal to \$4,000, if certificated in New Jersey as a supervisor or administrator, or \$2,000, if not certificated in New Jersey as a supervisor or administrator. The stipend shall be prorated beginning on the seventh day for the actual time served as an acting supervisor as defined by a Board appointment to that position. Should an acting supervisor be named to the position, the supervisor will be placed on the supervisors' salary guide at a point negotiated by the supervisor and the Board. That salary shall be prorated for the period of time remaining in that school year.

SCHEDULE C

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
580 Erial Road, Blackwood, New Jersey 08012

APPLICATION FOR PERSONAL OR TEMPORARY LEAVE

TO: Dr. Gerald A. Killeen, Superintendent (via school principal)

The undersigned hereby applies for leave pursuant to the collective bargaining Agreement between the Board of Education and the Black Horse Pike Education Association for the following purpose:

____ Personal Leave No reason is required unless less than five days notice is provided or unless the requested day(s) fall (s) on a day immediately prior to or after a school closing day (excluding Saturday or Sunday) or an extended recess period.

____ Professional Day Please detail your plans for the day in the space below.

____ Bereavement Leave Please indicate relationship of deceased to employee _____

____ Other Reasons Please provide reason in space below.

DATE(S) REQUESTED _____ PERIODS TO BE COVERED _____

EXPLANATION: Please use reverse side of form if space below is inadequate. If reimbursement of expenses for professional leave is requested, please show an outline and estimate of these expenses below.

I hereby certify this leave is requested for the purpose of fulfilling an urgent matter which cannot be met during non-school hours.

Date Submitted

Signature of Applicant

PLEASE DO NOT WRITE IN THE SPACE BELOW - FOR OFFICE USE ONLY

Expenses in accordance with Department plan _____

Approval recommended _____ Approval not recommended _____ (Reason over)

Coverage: Request external _____ Will arrange internal _____ Periods _____

Principal's signature

Date request was received

Approved [] Not Approved [] With Pay [] Without pay [] _____

Signature of Superintendent

Date

Charge to _____

SCHEDULE D

SUPERVISORS' TEACHING LOADS

Except as noted below and within the text of the Agreement, department supervisors shall carry a teaching load. The number of release periods for supervisory activities shall be dependent upon the number of certificated personnel represented by the BHPEA or full-time equivalents as shown below.

The present Highland vocational director currently is not assigned to teach classes as a consequence of previous rules and regulations. When the position is vacated, the Related Arts Department supervisor will be assigned to teach classes consistent with the chart below. When the Related Arts Department becomes a reality, the supervisor will teach one class.

The special services supervisors will not teach classes because of the special nature of their assignments. When an athletic director also becomes a department supervisor, that supervisor will not teach any classes and the assistant athletic director shall be retained.

Number of Certificated Personnel Represented by B.H.P.E.A. or Full Time Equivalents Supervised including the Supervisor and	Number Of Teaching Periods	Number Of Supervisory Periods	Number Of Perparation Periods	Number Of Lunch Periods
2 - 11	3	3	1	1
12 - 15	2	4	1	1
16 - 19	1	5	1	1
19 Plus	1	5	1	1

Teachers who work only part-time for a given curriculum and for no other area shall be considered as partial teachers for the purpose of applying the chart. The total number of classes taught by such persons shall be divided by five to determine the number of full-time equivalents. These teacher fractions shall be added together to arrive at the number of full-time equivalent teachers shown in the first column of the chart above. When a fraction reaches 3/5ths or higher, it shall be raised to the next highest number.

MEMORANDUM OF AGREEMENT

and

- (1) Highland Language Arts Department assistant supervisor
- (2) Highland assistant to the Industrial Education Department supervisor
- (3) Triton Language Arts Department assistant supervisor
- (4) Triton Special Services Department assistant supervisor
- (5) Triton Home Economics Department assistant supervisor

MEMORANDUM OF AGREEMENT

June 22, 1995

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- c. For the 1996-1997 school year the Board will reduce the work year of the following subject matter supervisory positions from eleven months to ten months plus five summer days:
 - (1) Highland Fine Arts Department supervisor
 - (2) Highland Physical Education Department supervisor
 - (3) Highland Vocational Director
 - (4) Highland Foreign Language Department supervisor
 - (5) Highland Science Department supervisor
 - (6) Triton Science Department supervisor
 - d. The Committee may make recommendations to the Board which could affect these reductions in force and work year.
 - e. Resignations or retirements which occur during the two year period may result in consolidations at the discretion of the Board. For example, the retirement of the Triton athletic director will result in a consolidation of the Physical Education Department and the Athletic Department under one supervisor. Other retirements or resignations could result in similar consolidations.
- 3. For the life of the 1995-1997 Agreement between the parties, the Board agrees to retain the Triton Business Education assistant supervisor position for the present holder of the position (Edna Schultz). Her five additional summer days also will be retained for that period.
 - 4. The parties understand the Board is not bound by the recommendations of the Committee. The Board pledges to consider the Committees' recommendations very seriously.
 - 5. The Committee may survey, research and seek the views of others as viewed appropriate and needed.
 - 6. Should major disagreements occur and a mutual consensus is not possible, a majority and minority report may be submitted the superintendent and the Board of Education. Such reports shall be distributed and discussed by the full Committee before they are submitted to the superintendent and Board.
 - 7. By serving on both Committees the assistant superintendent shall serve as as the official liason between the two Committees and keep them informed of the progress and direction of the other. The two Committees may meet as one as deemed needed by the members. Communication among the subject matter supervisor members of the two Committees and periodic reports to the Supervisors' Association membership is expected and viewed as appropriate by the Board.

MEMORANDUM OF AGREEMENT

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In witness whereof, the parties hereto have caused these presents to be signed by their proper representatives and have affixed their seals hereto on this 22nd day of June, 1995.

BLACK HORSE PIKE SUPERVISORS ASSOCIATION

By _____
Gary Milby, Chairperson

By _____
Althea L. Vail, President

**BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION**

By _____
Carmela McMurray, President

By _____
Thomas M. Concannon, Chairperson
Negotiations Committee

WITNESS:

Raymond B. Heston,
Board Secretary/Business Administrator